

POLE ATTACHMENT AGREEMENT FOR COMMUNICATION
ANTENNA ATTACHMENTS

DATED _____

BETWEEN

VERIZON NEW YORK INC. (LICENSOR)

AND

_____ (LICENSEE)

POLE ATTACHMENT AGREEMENT FOR COMMUNICATION ANTENNA ATTACHMENTS

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POLE ATTACHMENT AGREEMENT FOR COMMUNICATION ANTENNA
ATTACHMENTS

THIS AGREEMENT, made as of the _____ day of _____, 20____,
between VERIZON NEW YORK INC., formerly known as NEW YORK TELEPHONE
COMPANY, a corporation organized and existing under the laws of the State of New York,
having its principal office at 140 West Street, New York, New York 10007 (hereinafter called
"Licensor"), and _____, a corporation organized and existing under the laws of the
State of _____, having its principal office _____, (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee for its own use desires to place and maintain cables,
antennas, equipment and facilities on poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so,
the placement of said cables, equipment and facilities on its poles.

NOW, THEREFORE, in consideration of the mutual covenants, terms and
conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the provisions of this Agreement, the Licensor will issue to Licensee for any
lawful purpose revocable, nonexclusive licenses authorizing the attachment of Licensee's equipment and
facilities to Licensor's poles in the State of New York.

ARTICLE II

DEFINITIONS

1. Anchor

A facility consisting of an assembly of a rod secured to a fixed
object or plate designed to resist the pull of a guy strand or strands.

2. Anchor Attachment

A guy strand attached to an Anchor solely owned or jointly
owned by Licensor or for which Licensor is responsible for authorizing attachments.

3. Appurtenance Attachment

Any article of equipment attached to a point on a Pole not
normally occupied by a strand attachment (i.e. equipment cabinets, terminals, etc.).

4. Licensor

The owner or custodian of a Pole and the only party permitted to
issue licenses to that Pole and its associated Anchor(s).

5. Licensee

The person, corporation or other legal entity authorized by the Licensor under this Agreement to attach its facilities to Poles and Anchors and the party responsible for compliance with Licensor's regulations regarding such accommodations.

6. Licensee's Facilities

The antennas, transceivers,, amplifiers, cables and all associated equipment and hardware installed for the sole use of the Licensee.

7. Guy Strand

A metal cable (facility) which is attached to a Pole and Anchor (or another Pole) for the purpose of reducing Pole stress.

8. Joint Owner

A person, corporation or other legal entity having an ownership interest in a Pole and/or Anchor with the Licensor.

9. Joint User

A party who owns Poles or Anchors to which the Licensor is extended or may hereafter be extended joint use privileges, or to which the Licensor has extended or may hereafter extend joint use privileges of the Licensor's Poles or Anchors. The term "Joint User" shall not include Licensees.

10. Make-Ready Work

All work, including but not limited to rearrangement and / or transfer of existing facilities, replacement of a Pole or any other changes required to accommodate the attachment of Licensee's facilities to a Pole or any other changes required to accommodate the attachment of Licensee's facilities to a Pole or Anchor.

11. Other Licensees

Any person, corporation, or other legal entity other than the Licensee herein, to whom the Licensor has or hereafter shall extend an authorization to attach facilities to a Pole or Anchor.

12. Periodic Inspection

Inspections conducted at scheduled intervals on portions of Licensee's facilities, to determine that attachments are authorized and that attachments are maintained in conformance with the required standards.

13. Pole Attachment

Any of Licensee's facilities in direct contact with or otherwise supported by a Pole.

14. Post-Construction Inspection

The work operations and functions performed to measure and/or visually observe Licensee's attachments, during or shortly after completion of the construction of such facilities, to determine that all attachments have been authorized and construction conforms to the standards required by this Agreement.

15. Preconstruction Survey

The work operations and functions performed in order to process an application for Pole and Anchor attachments to the point just prior to performing any necessary make-ready work. There are two elements of the Preconstruction Survey: 1) field inspection of the existing facilities, and 2) administrative effort required to process the application and prepare the make-ready work order.

16. Subsequent Inspections

Inspections performed to confirm the correction of non-conformance to specification that are observed during Post Construction Inspections.

17. Suspension Strand (messenger cable)

A metal cable attached to a Pole and used to support facilities.

18. Unit Cost

A dollar amount subject to periodic revision, applicable to specified work operations and functions, including materials and labor costs.

19. Pole

A pole solely owned or jointly owned by the Licensor and used to support its facilities, the facilities of a joint user and/or Authorized Licensee.

20. Attachment Rate

A specified amount revised periodically, billed semi-annually to the Licensee, and payable in advance to the Licensor for each attachment. The rate shall be the standard pole attachment rate as approved by the NYSPSC, per vertical foot of space occupied by the attachment.

ARTICLE III

GENERAL CONDITIONS

1. Compliance with Applicable Laws

The Licensee and the Licensors shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

2. Rights in Utility Poles and Anchors

No use, however extended, of a Pole or Anchor or payment of any fee or charge required hereunder shall create or vest in the Licensee any ownership or property right in such a Pole or Anchor.

3. Requirement to Construct and Maintain a Pole and Anchor

Nothing contained herein shall be construed to compel the Licensors to construct, reconstruct, retain, extend, repair, place, replace or maintain any Pole or Anchor or other facility not needed for the Licensors' own service requirements, except as provided in Article IV (3. b. (2)) and Article IV (5. d.)

4. Other Agreements

Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensors entering into agreements with other parties regarding the poles covered by this Agreement. The Licensors, in negotiating and entering into any future agreement(s) and arrangement(s), shall give due and reasonable regard to the Licensee's interest in a Pole and Anchor to be covered by such future agreements(s) and arrangement(s). The rights of the Licensee shall at all times be subject to any existing agreement(s) or arrangement(s) between Licensors and any Joint Owner(s) or Joint User(s) of Licensors' poles.

5. Assignment of Rights

a. Licensee shall not assign or transfer any license or any authorization granted under this Agreement, and such licenses and authorizations shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensors, which shall be in the form of the document of assignment (Exhibit I). Licensors shall not unreasonably withhold, condition, or delay such consent.

b. In the event such consent or consents are granted by Licensors, then the provisions of this Agreement shall apply to and bind the successors and assigns of Licensee. Notwithstanding anything herein to the contrary, Licensee may, assign this Agreement without Licensors' consent to an entity controlling, controlled by, or under common control with Licensee or to an entity acquiring fifty-one percent (51%) or more of Licensee's stock or assets provided that any such assignment shall be subject to any such assignment shall impose no obligations upon or be effective against Licensors, and Licensors shall have no liability to any assignee of such assignment, until Licensors has received prior notice of any such assignment. Licensee may also assign this Agreement, without Licensors' consent and without prior notice to Licensors, to an

institutional mortgagee or lender providing financing to Licensee with respect to Licensee's Facilities in the event such institutional mortgagee or lender exercises its foreclosure right against Licensee and operates the Licensee Facilities on the Right of Way; provided such institutional mortgagee or lender is capable of assuming all of the obligations of the Licensee hereunder and further provided that such assignment shall not be effective against Licensor unless and until written notice of such assignment and exercise of rights is provided to Licensor. Anything herein to the contrary notwithstanding, Licensee shall not be relieved of any of its obligations hereunder without Licensor's prior written consent. Upon Licensee's assignment of the Agreement in compliance with the terms set forth herein, including paragraph c. below, License shall be relieved of its obligations hereunder.

c. All notice of such assignments shall include any change to the notice address provided in Article III (8). Within sixty (60) days of receipt of the document of assignment from Licensee, Licensor will execute the document of assignment. The assignment requirements herein shall be deemed met if Licensor fails to respond within sixty (60) days of such documentation receipt by Licensor. Exhibit I shall not be changed materially without the prior written consent of the Licensee and Licensor.

6. Permits and Consents

a. Licensee shall be responsible for obtaining from private and/or public authority any necessary easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the Pole and/or Anchor to which Licensee attaches its facilities. The Licensor does not warrant the validity or apportionability of any rights it may hold to place facilities on private property. The Licensor will, upon written request by the Licensee, provide available information and copies of any documents in its files pertinent to the nature of the rights the Licensor possesses over private property. The cost of providing such information and reproducing documents shall be borne by Licensee.

b. Where Licensor has an easement over a public or private right of way sufficiently broad under applicable law to permit Licensee attachment, Licensee shall not be required to obtain independent permission of the property owner to attach. In any case where the Licensor seeks to obtain any necessary permission from a property owner for Licensee's attachments, the fully allocable costs of such efforts shall be paid by the Licensee along with make-ready costs, if any.

7. This Agreement supersedes all previous agreements between the parties for maintenance and placement of aerial cables, equipment and facilities by the Licensee and constitutes the entire agreement between the parties. It may not be modified or amended nor may any obligation of either party be changed or discharged except in writing signed by the duly authorized officer or agent of the party to be charged. Currently effective licenses, if any, issued pursuant to previous agreements shall remain in effect as if issued pursuant to this Agreement.

8. Any legal notice to be given to the Licensee pursuant to Articles IV (for periodic inspections only), VII, X and XII of this Agreement shall be

sent by certified mail, return receipt requested or a by a nationally recognized overnight carrier service to:

Any such notice shall be effective immediately upon receipt.

Any other notice to be given to Licensee under this Agreement may be sent using first class mail or, if time sensitive, successfully transmitted facsimile or electronic mail to:

Such notice shall be deemed effective as of the date of the notice.

9. If the presence of the Licensee on Licensor's poles causes Licensor to pay any new or additional tax which Licensor would not otherwise pay, Licensee shall reimburse Licensor to the full extent of such new or additional tax, as additional rent, within thirty (30) days of receiving a bill therefor from Licensor. Upon request, Licensor shall provide evidence that such new or additional tax was in fact paid by Licensor.

10. This Agreement shall be governed by, and interpreted according to, the laws of the State of New York.

ARTICLE IV

PROCEDURES

1. Application for Authorization

a. Prior to the Licensee attaching equipment and/or facilities to any Pole or Anchor, Licensee shall make written application for and have received an authorization therefor. (Exhibits A or C.)

b. Licensee shall file applications for Pole attachment authorizations which designate a desired priority of authorizations in blocks of 300 Poles or less.

c. The Licensor will accept applications on a first come first served basis and shall attempt to satisfy the designated priority of completions. Licensor shall

be obligated to perform the required preconstruction survey and/or make-ready work in accordance with the time frames set forth in paragraph (4)(m) of this Article to permit the issuance by the Licensor and/or a joint user of a volume not to exceed a total of 1,500 Pole attachment authorizations per month in each of the Licensor's plant construction operating area, i.e., Western, Central, Northeastern, MidState, Long Island and each of the five Boroughs of the City of New York. If more than 1,500 Poles are included in all such applications received for any one month in each construction operating area, at least one block of 300 Poles or less per applicant will be processed, selected in the sequence in which the applications were received, until the 1,500 Pole limit has been reached. If one block of 300 Poles or less for each applicant is processed and the 1,500 Pole limit has not been exceeded, the remaining applications shall be processed on a first come first served basis.

2. Multiple Attachment Applications

The provisions of this Article IV 2 apply in the case of applications received by the Licensor from two or more Licensees for attachment authorizations on the same Pole, prior to completion of the preconstruction survey and the commencement of any make-ready work required to accommodate any Licensee.

a. Applications received from multiple applicants for the same Pole will be classified as follows:

- (1) non-simultaneous - received by the Licensor on different business days.
- (2) simultaneous - received by the Licensor on the same business day.

b. Where applications are non-simultaneous, the initial applicant will be offered the following options after the application is received from the additional applicant(s):

Option 1 - the application of the initial applicant will be processed as if there is no other attachment application on file for the same Pole or Anchor.

Option 2 - the applications of the initial and additional applicant(s) will be processed as if they were simultaneous applications.

(1) The initial applicant will be required to indicate the option desired no later than fifteen (15) days after the Licensor has quoted the make-ready charges that will apply under each option, otherwise the Licensor will deem the initial applicant to have selected Option 1. Selection of an option prior to the quotation of the aforementioned make-ready charges is permissible.

(2) Option 2 will be subject to acceptance by all of the multiple applicants involved. The additional applicant(s) will have fifteen (15) days from the date of receipt of written notification from the Licensor that the initial applicant has selected Option 2, to accept or reject the conditions applicable under

Option 2, otherwise, the Licensor will deem the additional applicant(s) to have rejected such conditions.

(3) All work in progress on the initial applicant's application involving multiple applications will be suspended by the Licensor from the time that the initial applicant is offered Options 1 and 2 until it notifies the Licensor of the option it elects in accordance with (1) preceding.

c. Where multiple applicants are simultaneous or the initial applicant in the case of non-simultaneous applications has selected Option 2, the multiple applicants must develop a mutually agreeable order of facility availability and overall make-ready work completion schedule. Where multiple applicants cannot reach mutual agreement regarding order of facility availability and an overall make-ready work completion schedule within fifteen days (15) of written notification from the Licensor of the charges for the required make-ready work, the Licensor will offer as an alternative to complete the total make-ready work required for all multiple applicants before simultaneously granting attachment authorizations to the multiple applicants.

d. Any multiple applicant who fails to agree to the alternate arrangement set forth in c., preceding within ten (10) days after being advised in writing of the availability of such alternate arrangement by the Licensor, will be considered by the Licensor to have canceled its application(s) relative to those facilities which involve pending attachment applications by other Licensees.

e. Where multiple applications are non-simultaneous and the initial applicant has selected Option 1, the Licensor:

(1) will consider the initial applicant as a non-multiple applicant. Any change of priority or facility availability or work schedule completion that is desired after either has been initially agreed upon by the initial applicant with the Licensor will be subject to the Licensor's ability to accommodate such changes in its established work schedule.

(2) will not perform the required make-ready work for the additional applicant until attachment authorizations have been granted to the initial applicant, unless the performance of such work will not delay the completion of the make-ready work required to accommodate the initial applicant.

f. Preconstruction survey costs will be allocated as follows:

(1) Simultaneous applications - each applicant will bear an equal share of the total initial and resurvey costs involved.

(2) Non-simultaneous applications - each applicant will bear the costs related only to determining the accommodation requirements for its specific application.

g. Make-Ready cost will be allocated as follows:

(1) Simultaneous applications -

(a) each applicant will be charged an equal share of the total make-ready cost.

(b) if only one applicant agrees to the shared portion of total cost, that applicant will be quoted the cost applicable to accommodate a single licensee.

(2) Non-simultaneous applications -

(a) the initial applicant will be charged the total make-ready cost to accommodate its facilities.

(b) the additional applicant(s) will be charged the total added make-ready cost to accommodate the additional applicant's facilities.

3. Specifications

a. Licensee's Facilities shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the "Blue Book - Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.; the "National Electrical Code" (NEC), published by the National Fire Protection Association, Inc.; the "National Electrical Safety Code" (NESC), published by the Institute of Electrical and Electronics Engineers, Inc.; and rules and regulations of the U.S. Department of Labor issued pursuant to the "Federal Occupational Safety and Health Act of 1970", as amended, (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.

b. Should Licensor, Joint Owner(s), Joint User(s), or other Licensee need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will upon written notice from the Licensor either rearrange its attachments on the pole or transfer them to a replacement pole as reasonably determined by Licensor so that the additional facilities of Licensor, Joint Owner(s) Joint User(s) or other Licensee may be attached. Provided that, except to the extent such relocation is required to accommodate the needs of Licensor, Joint Owner(s), Joint User(s) such rearrangement does not materially reduce, impair or otherwise diminish Licensee's operations from the property and subject to receipt of all necessary government permits and approvals for such rearrangement or transfer. Licensee shall not be required to bear any of the costs of rearranging its facilities if such rearrangement is required as a result of an additional occupancy by any entity including Licensor or other Licensees. Any rearrangement costs shall be borne by the entity or entities requesting rearrangement. Licensee shall be solely responsible for collecting any rearrangement costs incurred pursuant to this paragraph. Licensor's sole responsibility shall be limited to reimbursement of its pro rata share of such costs caused by its own additional occupancies. However, Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's possession which may facilitate Licensee's collection of such costs. If Licensee does not rearrange or transfer its facilities within sixty (60) days after receipt of written notice from the Licensor requesting such

rearrangement or transfer, the Licensor, Joint Owner or Joint User may perform or have performed such rearrangement or transfer and Licensee shall pay the cost thereof. However, prior to rearranging or transferring a Licensee's facilities, Licensor shall notify Licensee by means of US Mail or overnight courier service. The foregoing shall not preclude Licensee from thereafter seeking reimbursement of such rearrangement/transfer costs as if it had performed the work in accordance with this paragraph. If Licensee claims non-payment from a new 3rd party commercial attaching entity, it shall so notify VZ of such non-payment in writing and the sixty (60) day notice period shall be extended until Licensee notifies Licensor that such payment has been received.

(1) Where such work and/or actions entail new or additional attachments to the Licensor's Anchors, authorizations for such attachments shall be issued by the Licensor. Licensee's privileges and obligations with respect to authorizations so issued shall be as provided in this Agreement.

(2) Where such work and/or actions entail the placement of and attachment to Anchors for the Licensee's sole use, these Anchors shall be the property of the Licensee.

In either (1) or (2) preceding, the guy strand shall be the property of the Licensee.

c. Licensor shall not use, nor shall Licensor permit its lessees, licensees, employees, invitees or agents to use any portion of Licensor's poles in any way which materially interferes with the operations of Licensee

4. Pre-Construction Surveys and Make-Ready Work

a. A pre-construction survey will be required for each Pole and Anchor for which attachment is requested to determine the adequacy of the Pole and Anchor to accommodate Licensee's facilities. At the option of Licensee, the field inspection will be performed:

(1) by representatives of the Licensor with optional participation by joint owner(s), joint user(s), other Licensees and the Licensee, or

(2) by Licensee, after first providing written notice to the Licensor of its intention to perform said field inspection. If the field inspection is performed by Licensee, the Licensee shall, prior to commencement of the field inspection, obtain from the Licensor information as to the Licensor's planned future construction on the Poles and/or Anchors involved. Licensee shall furnish the required field inspection data to the Licensor in a format specified by the Licensor as set forth in Exhibit J.

The field inspection data shall be of an accuracy and completeness necessary to permit the performance of make-ready and other work required to accommodate Licensee's facilities in a manner consistent with the

requirements of Article IV (3.) and IV (4. c.). The Licensee and Licensors may employ contractors to perform the field inspection.

b. Licensee shall pay the Licensors at the time Licensee furnishes the field inspection data, an administrative handling charge per pole as provided in the Schedule of Unit Costs filed with the Public Service Commission and incorporated herein as Exhibit H.

c. In the event the Licensors determine that a Pole to which Licensee desires to make attachments is inadequate or that a Pole or Anchor needs rearrangement of the existing facilities thereon to accommodate the facilities of Licensee, the Licensors will inform Licensee in writing of the cost of the required make-ready work. Charges for make-ready work, the cost of surveys and/or inspections, shall be as specified in Article VIII; Rates and Charges.

d. The Licensors shall specify the point of attachment on each of the Poles and/or Anchors to be occupied by Licensee's equipment and/or facilities. Where multiple Licensee's attachments are involved, the Licensors will attempt, to the extent practical, to designate the same relative position on each Pole for each Licensee's facilities.

e. Licensee shall have thirty (30) days from the receipt of written notification from the Licensors of the costs of make-ready work to accept and pay all make-ready costs; provided, however, that if the Licensors receive a request from another Licensee for an authorization to attach to a Pole or Anchor for which a written notification of make-ready work costs has been sent to Licensee, then Licensee must accept within fifteen (15) days after receipt of notification from the Licensors of the other attachment request or until the end of the thirty (30) day period, whichever period of time is shorter.

f. Any required make-ready work will be performed following receipt by the Licensors of payment of the cost of make-ready work. Licensee shall also reimburse the owner(s) of other facilities attached to said Poles or Anchors for any expense incurred by them in transferring or rearranging such facilities to accommodate Licensee's facilities.

g. When Licensors deem it an immediate threat to safety and/or an emergency exists, it may rearrange, transfer, or remove Licensee's attachments to Licensors' Poles at Licensee's expense. Licensors shall make reasonable efforts to contact Licensee as circumstances permit.

h. Upon written notice from Licensors, Licensee shall promptly rearrange and/or transfer its attachments and/or Anchors as required by Licensors to permit Licensors to perform any routine maintenance, including replacement of worn or defective Poles, guys or Anchors. Licensee shall be responsible for all costs associated with such rearrangements/transfers.

i. Authorization to attach a guy strand to an existing utility anchor shall be granted where adequate capacity is available as specified in the then current

written procedures for determining the adequacy of attachment capacity, filed separately with the Public Service Commission. (Exhibit D). Should the Licensor, Joint Owner or Joint User for its own service requirements need to increase its load on the Anchor to which Licensee's guy strand is attached, and where a larger Anchor is required that would not have been necessary but for the attachment of Licensee's guy strand, Licensee will either rearrange its guy strand on the Anchor or transfer it to a replacement Anchor as determined by the Licensor. The cost of such rearrangement/transfer shall be borne by the Licensor, Joint Owner or Joint User requiring the larger Anchor. Licensee shall be solely responsible for collecting its rearrangement/transfer costs under such circumstances. Licensor's responsibility shall be limited to reimbursement of its pro rata share of such costs caused by its own additional attachment or modification to the Pole. However, Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's possession which may facilitate Licensee's collection of such costs. If Licensee does not rearrange or transfer its guy strand within thirty (30) days after receipt or written notice from the Licensor regarding such requirement, the Licensor or Joint User may perform, or have performed, the work involved and Licensee shall pay the cost thereof. The foregoing shall not preclude Licensee thereafter from seeking reimbursement of any rearrangement/transfer costs in accordance with this paragraph.

j. Licensee shall notify the Licensor in writing before adding to, relocating, replacing or otherwise modifying its equipment and/or facilities on a Pole or Anchor, where additional space or holding capacity may be required.

k. When additional Make-Ready or related work is required as a result of circumstances beyond anyone's control, including but not limited to storms, vehicular accidents, or public work projects, Licensee is responsible for the timely repairing, relocating or replacing of its own facilities.

l. Unless prevented from doing so by circumstances beyond Licensor's reasonable control, including, but not limited to acts of god, fire, strikes, embargo, seasonal limitations on construction, acts or inaction of the Government, or acts or inaction of a joint owner, joint user or other Licensee, and subject to the quantity limitations set forth in paragraph (1) (c) of this Article, Licensor shall adhere to the following timetable in the performance of pre-construction and Make-Ready work:

(1) Upon receipt of a written application (Exhibits A or C), Licensor shall verify Pole ownership and perform a pre-survey with all affected parties, unless Licensee opts to perform the pre-survey for itself. Licensor shall determine whether Licensee's proposed attachment or Anchor can be accommodated and determine what, if any, Make-Ready work is required for Licensee's proposed attachments and/or Anchors. Licensor shall complete these tasks within forty-five (45) days of receipt of Licensee's written application.

(2) If Make-Ready work is required and there are other entities with attachments to the poles, Licensor shall send written notification to all such entities describing the proposed modifications to the poles and/or anchors based on Licensee's application. Entities receiving such notice shall have sixty (60) days to determine whether they wish to add to or modify their existing attachments and to submit written notification of their requirements to Licensor.

(3) Licensor shall design the Make-Ready work, or redesign the Make-Ready work to incorporate any additional requirements submitted by other entities pursuant to subparagraph (2) above, and estimate the costs of the Licensor's Make-Ready work. Licensor shall complete these tasks within thirty (30) days of receipt of all written notifications of modification requirements or notifications that no additional requirements are sought.

(4) Licensor shall complete all its Make-Ready work which does not involve pole replacements within sixty (60) days of receipt of payment by Licensee of the estimated Make-Ready work costs. For Make-Ready work involving pole replacements, Licensor shall complete all its Make-Ready work within ninety (90) days of receipt of payment by Licensee of the estimated Make-Ready work costs. For Make-Ready work involving the placement of poles greater than forty-five (45) feet in height, and where permissible under the Licensor's collective bargaining agreements, the Licensor may require the Licensee or an authorized representative to perform the work. The foregoing Make-Ready commitments shall apply solely to Make-Ready work to be performed by Licensor. These commitments shall not apply to Make-Ready work to be performed by Joint Owners, Joint Users or other Licensees.

(5) Licensor shall not be considered in default of any of its obligations under this paragraph (m) unless such default continues for more than fifteen (15) days after Licensee shall have provided Licensor written notice specifying the nature of the default and, if applicable, the location(s) of Poles for which Make-Ready work has not been performed.

5. Inspections of Licensee's Facilities

a. The Licensor reserves the right to make post-construction, subsequent and periodic inspections (of any part or all) of Licensee's facilities attached to a Pole and/or Anchor.

b. Licensee shall provide written notice to the Licensor, at least fifteen (15) days in advance, of the exact pole locations where Licensee's plant is to be constructed and shall also notify the Licensor in writing of the actual dates of attachment within five (5) days of the date(s) of such attachment.

c. Where post-construction inspection by the Licensor has been completed within thirty (30) days of the date of notice of attachment of Licensee's facilities required in b. above, Licensee shall be obligated to correct such non-complying conditions within fifteen (15) days of the date of the written notice from the Licensor or as agreed to by the parties. If corrections are not completed within said fifteen (15) day period, attachment authorizations for the Poles and/or Anchors where non-complying conditions remain uncorrected shall terminate forthwith, regardless of whether Licensee has energized the facilities attached to said Poles and/or Anchors, and Licensee shall remove its facilities from said Poles and/or Anchors in accordance with provisions in Article VII. No further attachment authorizations shall be issued to Licensee until Licensee's facilities are removed from the Poles and/or Anchors where such non-complying conditions exist.

d. Where post-construction inspection by the Licensor has not been completed within thirty (30) days of the date of notice of attachment of Licensee's

facilities, Licensee shall correct such noncomplying conditions within fifteen (15) days of the date of the written notice from the Licensor or as agreed to by the parties. If corrections are not made by Licensee within said fifteen (15) day period, the Licensor shall perform or have performed such corrections and Licensee shall pay to the Licensor the cost of performing such work.

e. Within seven (7) days of the completion of a post-construction inspection, the Licensor shall notify the Licensee in writing of the date of the completion of the post-construction inspection.

f. Subsequent inspections to determine if appropriate corrective action has been taken may be made by the Licensor. Licensee shall reimburse the Licensor for the cost of such inspections as specified in Article VIII.

g. The making of post-construction, subsequent and/or periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability specified in this Agreement.

h. The costs of inspection made during construction and/or the initial post-construction survey shall be billed to the Licensee at the same time as Make-Ready charges. The costs of Periodic Inspections or any inspections found necessary due to the existence of substandard or unauthorized attachments shall be recovered according to the Schedule of Unit Costs filed with the Public Service Commission.

i. Licensor reserves the right to make periodic inspections of all or any part of the cable, equipment and facilities of Licensee on Poles owned by the Licensor and/or Joint User(s), at the expense of the Licensee as specified in Article VIII. Periodic inspections of the entire plant of the Licensee will not be made more often than once every five years and upon 30 days notice to Licensee unless in Licensor's judgment such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement by Licensee.

6. Unauthorized Attachment

a. If any equipment and/or facilities of the Licensee shall be found attached to a Pole and/or Anchor for which authorization has not been granted by the Licensor, the Licensor, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, may impose a charge and require the Licensee to submit in writing, within ten (10) days after receipt of written notification from the Licensor of the unauthorized attachment, a Pole and/or Anchor attachment application. If such application is not received by the Licensor within the specified time period, the Licensee will be required to remove its unauthorized attachment within ten (10) days of the final date for submitting the required application, or the Licensor may remove the Licensee's facilities without liability, and the cost of such removal shall be borne by the Licensee.

b. For the purpose of determining the applicable charge, the unauthorized attachment shall be treated as having existed for a period of five (5) years prior to its discovery or for the period beginning with the date of the initial agreement, whichever period shall be shorter; and the charges as specified in Article VIII shall be

due and payable forthwith whether or not Licensee is permitted to continue the attachment.

c. No act or failure to act by the Licensor with regard to said unauthorized attachment shall be deemed as the authorization of the attachment; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Licensor of any of its rights or privileges under this Agreement, or otherwise, provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized attachment from its inception.

ARTICLE V

OTHER OBLIGATIONS OF LICENSEES

1. Insurance

a. Licensee shall secure and maintain (and ensure its subcontractors, if any, secure and maintain) all insurance and/or bonds required by law or this Agreement including without limitation:

(1) Commercial General Liability insurance (including, but not limited to, premises-operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least two million dollars (\$2,000,000) combined single limit for each occurrence.

(2) Commercial Automobile Liability insurance with limits of at least two million dollars (\$2,000,000) combined single limit for each occurrence. Notwithstanding, if the Licensee does not own or operate any vehicles or automobiles associated with the Licensee's business or associated with the work related to this Agreement, then Licensee must only provide satisfactory evidence that its subcontractor(s) have purchased and maintained Commercial Automobile Liability insurance in such amount.

(3) Workers' Compensation insurance as required by statute and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence.

b. All policies provided by the Licensee shall be deemed primary and non-contributory to all other applicable coverages. The Commercial General Liability and Commercial Auto Liability policies must name Licensor, its subsidiaries and affiliates excluding Verizon Wireless as additional insureds. The Licensee's insurance companies must be licensed to do business in the applicable state(s) and must meet or exceed an A.M. Best rating of A-X or its equivalent.

c. All insurance must be in effect before Licensor will authorize Licensee to make attachment to Licensor's poles and shall remain in force until such facilities have been removed from all such poles. For all insurance, the Licensee must deliver an industry-recognized certificate of insurance evidencing the amount and nature of the coverage, the expiration date of the policy and stating that the policy of insurance issued to Licensee will not be cancelled without thirty (30) days written notice to Licensor. Also, where applicable, such certificate of insurance shall evidence the name of the Licensor as an additional insured. The Licensee shall submit such certificates of insurance annually to the Licensor as evidence that it has maintained all required insurance.

d. Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages shall not constitute limitations upon Licensee's liability.

2. Surety Requirements

a. Licensee shall furnish a Surety Bond or irrevocable Letter of Credit satisfactory to the Licensor according to the following criteria:

Poles	Security
1 - 50	\$10,000
51 - 500	\$75,000
501 - 2000	\$300,000
2001 - 3000	\$450,000
3,000 +	\$500,000

b. The maximum security limit required is \$500,000.

c. If the financial security is in the form of a bond, irrevocable Letter of Credit, or other security as deemed acceptable by Licensor, such instrument shall be issued by a nationally recognized and rated surety company or bank and shall guarantee Licensee's obligations under the agreement. The Licensee is obligated to maintain the security in the full amount for the terms of the agreement.

d. The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

ARTICLE VI

LIABILITY AND DAMAGES

1. The Licensor reserves to itself, its successors and assigns, the right to relocate and maintain its poles and anchors and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The Licensor shall be liable to Licensee only for and to the extent of any damage caused by the negligence of the Licensor's agents or employees to Licensee's facilities attached to a utility pole or anchor. The Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's facilities arising in any manner out of Licensee's use of utility poles or anchors.

2. Licensor shall exercise reasonable care to avoid damaging the facilities of Licensee attached to poles under this Agreement, and shall make an immediate report to Licensee of the occurrence of any such damage caused by Licensor's employees, agents or contractors.

3. Licensee shall exercise reasonable care to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and shall make an immediate report of damage caused by Licensee to the owner of facilities so damaged.

4. Licensor and Licensee shall each indemnify, protect and save harmless each other from and against any and all claims, demands, causes of actions and costs, including reasonable attorneys' fees, for damages to the property of the other party and other persons and injury or death to the other party's employees or other persons, including but not limited to, payments under any Workers Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the negligence or intentional misconduct of the indemnifying party as it relates to the erection, maintenance, presence, use or removal of the indemnifying party's facilities, or by any act or omission of the indemnifying party's employees, agents or contractors on or in the vicinity of Licensor's poles. The foregoing indemnity, hold harmless and defense provisions shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of Licensee and Licensor, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party.

5. Each party shall indemnify, protect and save harmless the other party from any and all claims, demands, causes of action and costs, including reasonable attorneys' fees, which arise directly from or are caused by the negligence or intentional misconduct of the indemnifying party as it relates to the construction, attachment or operation of its facilities on Licensor's poles, including but not limited to damages, costs and expense of relocating poles due to the loss of right-of-way or property owner consents, taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including reasonable attorneys' fees, for infringement of patents

with respect to the manufacture, use and operation of the indemnifying party's facilities in combination with poles or otherwise. The foregoing indemnity shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct, or joint fault of Licensee and Licensor, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party.

6. Licensor and Licensee shall promptly advise the other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have been caused by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this License Agreement. Copies of all accident reports and statements made to a Licensor's or Licensee's insurer by the other Licensor or Licensee or affected entity shall be furnished promptly to the Licensor or Licensee.

7. Notwithstanding anything to the contrary herein, neither Licensor nor Licensee shall be liable to the other for any special, consequential or other indirect damages arising under this Agreement, including without limitation loss of profits and revenues.

8. The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued hereunder.

ARTICLE VII

TERMINATIONS OF AUTHORIZATIONS

1. In addition to rights of termination provided to the Licensor under other provisions of this Agreement, the Licensor shall have the right to terminate Pole/or Anchor attachment authorizations and rights granted under provisions of this Agreement where:

a. the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or

b. the Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular Pole or Anchor covered by the authorization and has not sought judicial or regulatory review of any decision that (1) acted to terminate such authority or (2) declared that Licensee lacks such authority;; or

c. the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations thereunder; or

d. the Licensee attaches to a Pole and/or Anchor without having first been issued authorization therefore; or

e. the Licensee, subject to the provisions specified in Article III (5.), should cease to provide its services.

f. the Licensee sublets or apportions part of the licensed assigned space or otherwise permits its assigned space to be used by an entity or an affiliate not authorized pursuant to Article III (5).

g. except in circumstances in which Licensor has accepted evidence of self-insurance in accordance with Article VI, the Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of insurance as required in Article VI will be or have been cancelled or amended so that those requirements will no longer be satisfied;

h. the Licensee shall fail to pay any sum due under Article VIII or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory surety as required in Article V;

i. any authorization that may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's facilities on a Pole or Anchor is denied, revoked or cancelled by a final, non-appealable order or decision.

2. The Licensor will promptly notify the Licensee in writing of any instances cited in Article VII (1.) preceding. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Licensor within the time stated above, the Licensor may terminate the attachment authorizations granted hereunder for Poles and/or Anchors as to which such non-compliance shall have occurred.

3. Licensee may at any time remove its facilities from a Pole or Anchor after first giving the Licensor written notice of Licensee's intention to so remove its facilities.

4. In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove its facilities from the Poles and Anchors within thirty (30) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licensor until Licensee's facilities are actually removed from the Poles and Anchors. If the Licensee fails to remove its facilities within the specified period, the Licensor shall have the right to remove such facilities at the Licensee's expense.

5. When Licensee's facilities are removed from a Pole or Anchor, no attachment to the same Pole or Anchor shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such Pole or Anchor attachment had been previously made and all outstanding charges due to the Licensor for such Pole or Anchor attachment have been paid in full.

6. Prior to terminating or revoking any license under this Agreement or the

Agreement itself for whatever cause or purpose, a petition may be brought, by either party, to the Public Service Commission requesting the Commission to decide the dispute. A Public Service Commission determination shall be binding on all parties to this Agreement. However, the right of the Licensor or Licensee for judicial review of the Commission's determination remains.

ARTICLE VIII

RATES AND CHARGES

The Licensee is responsible for payment of all rates, charges and costs as specified elsewhere in this Agreement and as set forth below. Licensee shall be responsible for payment of all charges for preconstruction survey and make-ready work, in advance for work performed or expenses incurred by the Licensor regardless of whether Licensee subsequently withdraws its application for attachment authorizations for the Poles and Anchors on which such work was performed.

Licensee agrees that, in the event Licensee fails to pay an amount due and owing within the period of time set forth for payment in this Agreement, interest shall accrue on the unpaid balance thereof at the rate of 1 1/2% per month for each month from the expiration of such period until payment is received by Licensor.

1. Attachment Rates

The per foot attachment rates shall be as specified in a schedule currently filed with the Public Service Commission and attached as Exhibit E.

2. Charges for Make-Ready Work (UNIT COSTS)

Make-ready charges shall be billed, payable up to thirty (30) days prior to the commencement of work on individual Poles, according to the current Schedule of Unit Costs filed with the Public Service Commission and incorporated herein as Exhibit H. When Licensor employs an outside contractor rather than its own work forces to perform make-ready, Licensee shall pay an amount equal to the contractor's fees plus a premium equal to no more than 10% of those fees. Licensor shall make available copies of all written contracts, agreements, understandings and work orders pertinent to make-ready work performed by such contractors.

3. Charges for Inspections

a. The cost of the post-construction inspection shall be billed in advance with the charges for make-ready work. If the post-construction inspection is not performed Licensor shall refund the amounts paid for such inspection..

b. The cost of Periodic Inspection will be billed to the Licensee upon completion of the inspection by the Licensor.

c. Licensee shall pay the cost of subsequent inspections to insure correction of variances from required construction and maintenance practices, determined to exist through post-construction or periodic inspections.

4. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges, as specified in the Agreement and/or in a schedule currently filed with the Public Service Commission, within thirty (30) days from the dates of billing thereof.

ARTICLE IX

EQUAL EMPLOYMENT OPPORTUNITIES

Licensee affirms that the Equal Employment Opportunity provisions required by law, regulation or executive order to be incorporated in this Agreement as set forth in a Compliance Undertaking prepared by Licensor have been read and signed by Licensee, and that the said Compliance Undertaking has been delivered to Licensor. Such Compliance Undertaking shall continue in effect until specifically withdrawn in writing by Licensee (Exhibit F).

ARTICLE X

WAIVER OF TERMS AND CONDITIONS

Failure of Licensee or Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement or the licenses granted hereunder terminated shall not constitute a waiver or relinquishment of any such term, condition or act but the same shall be and remain at all times in full force and effect.

ARTICLE XI

TERM OF AGREEMENT

If not terminated in accordance with its terms, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter until three (3) months after written notice of termination is given by either party. Such notice of termination may be given to take effect at the end of the original one (1) year period or at any time thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals on the day and year first above written.

VERIZON NEW YORK INC.

By: _____

(Print Name) _____

(Title) _____

(Date) _____

(LICENSEE)

By: _____

(Print Name) _____

(Title) _____

(Date) _____

APPLICATION AND POLE LICENSE ¹

_____ N.Y., _____ 20 _____

Verizon New York Inc.
_____, New York

In accordance with the terms and conditions of the Pole Attachment Agreement between us, date as of _____ 20 _____, application is hereby made for a license to make attachments to the following Poles which are indicated to be Verizon New York Ownership, Joint Ownership or unmarked.

<u>Pole No. & Ownership²</u>	<u>Location</u>	<u>Attachment³</u>	<u>Municipality</u>
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(Name of Licensee)

By _____

Title _____

License Number⁴ _____ is hereby granted, for attachment to such of the above Poles as have not been stricken from the above list, _____, 20 _____

Verizon New York Inc.

By _____

Title _____

Date _____

1. Applications shall be submitted in duplicate.
2. Indicate T for Verizon New York Ownership
Jt for Joint Ownership
U for unmarked
E for Electric Company Ownership
3. A complete description of all facilities shall be given, including quantities, sizes and types of all cables and equipment.
4. This license is issued under the terms and conditions of the Pole Attachment Agreement.